

**AGREEMENT FOR SETTLEMENT AND ACKNOWLEDGMENT
OF OWNERSHIP**

This Agreement for Settlement and Acknowledgment of Ownership ("Agreement") is entered into on the dates set forth below, by and between the Iowa Primate Learning Sanctuary d/b/a Great Ape Trust of Iowa ("Trust"); Zoological Foundation of Georgia d/b/a Zoo Atlanta ("Zoo"); Democratic Republic of the Congo ("DRC"); and Emily Sue Savage-Rumbaugh ("Savage-Rumbaugh") according to the terms set forth below:

WHEREAS, there has been a dispute concerning the ownership of two bonobos (*Pan paniscus*) who reside at the Trust, including specifically: Matata, a forty (40) year old female born in the Democratic Republic of the Congo, and Maisha born May 28, 2000 at the Language Research Center at Georgia State University;

WHEREAS, each of the parties to this Agreement asserts a potential ownership interest in one or more of the bonobos;

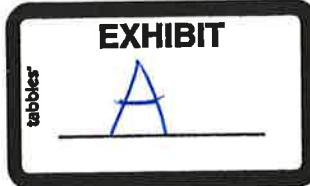
WHEREAS, on or about February 9, 2010, the Trust filed a Complaint for Interpleader in the United States District Court for the Southern District of Iowa, captioned Iowa Primate Learning Sanctuary d/b/a Great Ape Trust v. Zoological Foundation of Georgia, Inc. d/b/a Zoo Atlanta, Democratic Republic of Congo, Japan Monkey Centre Institute and Museum of Primatology ("JMC"), and Sue Savage-Rumbaugh, Ph.D., Case No. 10-52, for the purpose of resolving the competing ownership claims to Matata and Maisha ("Interpleader.") A copy of the Interpleader is attached as Exhibit A;

WHEREAS, JMC has not appeared in the Interpleader and is in default; and

WHEREAS, the parties wish to resolve their respective claims to ownership of Matata and Maisha, and dismiss the Interpleader;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, and other good and valuable consideration as set forth herein, the parties do now agree as follows:

1. All parties stipulate and agree that DRC is the sole owner of Matata.
2. Subject to DRC's absolute rights to at any time take possession and/or control of Matata or to otherwise unilaterally change the arrangements respecting possession, custody and/or care of Matata, which rights are hereby acknowledged by all parties, Matata shall continue to reside at the Trust for at least so long as she and/or the other members of the colony for which she is the Matriarch continue to be involved in research in the fields of experimental psychology; use of language and tools; and ape intelligence and human cultural



modes (including but not limited to art, music, tools, agriculture, fire, animal domestication, habitat construction, use of water, hunting, mimics, sociological role construction, normative child rearing practices, play, or normative religious/mythological practices); provided that, if a member of the colony dies of natural causes it shall not be grounds for transferring Matata's residence.

3. All parties stipulate and agree that the Trust is the owner of Maisha.
4. Maisha shall continue to reside at the Trust for at least so long as he and/or the other members of the colony of which he is a part, continue to be involved in research in the fields of experimental psychology; use of language and tools; and ape intelligence and human cultural modes (including but not limited to art, music, tools, agriculture, fire, animal domestication, habitat construction, use of water, hunting, mimics, sociological role construction, normative child rearing practices, play, or normative religious/mythological practices); provided that, if a member of the colony dies of natural causes it shall not be grounds for transferring Maisha's residence.
5. The Trust shall use its best efforts to provide complete and competent care of Matata and Maisha; and shall take all reasonable precautions to ensure their complete safety.
6. Should the Trust cease to exist or otherwise, in its sole discretion, determine that it is unable to provide a home and proper care and support for Matata and/or Maisha, the Trust shall provide the DRC, in the case of Matata, and Bonobo Hope Initiative, Inc., an Iowa nonprofit corporation ("Bonobo Hope"), in the case of Maisha, sixty days written notice prior to the date upon which the Trust will no longer be available as a residence for Matata or Maisha. The Trust in either case shall also provide sixty (60) days written notice to the court in the Interpleader Action. The notice will include any information in the Trust's possession concerning the status of the research in which the bonobos are participating, and any options, of which the Trust is aware, for new residences for the bonobos. DRC shall have sole discretion regarding placement of Matata under such circumstances. Bonobo Hope in unison with Savage-Rumbaugh or her legal representative, shall have sole discretion regarding placement of Maisha under such circumstances. Should either DRC or Bonobo Hope fail to exercise its discretion regarding placement of Matata or Maisha, as the case may be, including making appropriate arrangements to transport the bonobo to a new residence, the Trust will use its best efforts to place the bonobo in a new location, preferably a private sanctuary, with preference given to placement together with other members of the bonobo colony with whom the bonobo resided at the Trust.
7. Savage-Rumbaugh's willingness to execute this Agreement is contingent upon her entering simultaneously into a side agreement with the Trust.

8. Zoo, Savage-Rumbaugh and, respecting Matata only, the Trust, in consideration of the terms and promises set forth herein, including but not limited to the stipulation of all parties to the dismissal of the Interpleader and the mutual releases of claims by all parties, hereby agree to relinquish all claims of ownership that they may have or claim to have, based on contract, statute or regulation, common law, or on any other basis, to Matata or Maisha; and in the case of Zoo only, any claims of ownership to Panbanisha, Nyota, Elikya, Kanzi and Teco.

Zoo, and Savage-Rumbaugh acknowledge and agree that relinquishing their claim to ownership of Matata and Maisha includes, but is not limited to relinquishing any and all rights to determine the residence, breeding, activities, or use of Matata and Maisha, subject to the contingent rights of Bonobo Hope in paragraph 6 above.

9. The Trust shall indemnify and hold Zoo and Savage-Rumbaugh harmless against and from any and all claims or demands of every kind or character that may be asserted against the Trust as a result of or related to any actions by any of the bonobos now residing at the Trust.
10. The parties agree that they have executed this Agreement of their own free will, and with full understanding of its content and the impact of this Agreement on their legal rights, and that they have had an opportunity to discuss and evaluate the terms of this Agreement with their attorneys as they deem appropriate.
11. Each party agrees that it will stipulate to the dismissal of the Interpleader pursuant to the form attached hereto as Exhibit B, which stipulation provides for continued supervision by the court for twelve (12) months.
12. Each party agrees to release each other party of the Action, including the other parties' respective corporate affiliates, current and former officers, directors, employees, agents, representatives, and attorneys, from any and all actions, causes of action, suits, claims, expenses, costs (including court costs), claims for attorneys fees, or demands of any kind whatsoever arising prior to the date of the dismissal with prejudice of the Interpleader and relating in any way to: the ownership of Matata and Maisha, assertion of any claim to ownership of Matata and Maisha, the Interpleader, the agreements attached as Exhibits to the Interpleader, only insofar as they relate or may relate to the ownership of Matata and Maisha, and any other action taken by any other party as it relates to the ownership, care, custody, or possession of Matata and Maisha.
13. The parties each represent and warrant that the signatories below are authorized to enter into this Agreement and bind the parties with respect to the matters addressed herein.

14. Any notices required by this Agreement shall be forwarded both by email and by the regular mail service of the country from which they originate to the parties at the following addresses:

Iowa Primate Learning Sanctuary d/b/a Great Ape Trust of Iowa
4200 Southeast 44th Avenue Des Moines, IA 50320

Zoological Foundation of Georgia,
Inc. d/b/a Zoo Atlanta
800 Cherokee Avenue SE
Atlanta, GA 30315

Dr. Sue Savage-Rumbaugh
3950 Evergreen Avenue
Des Moines, IA 50320

Democratic Republic of Congo
c/o Mwanza Ndunda, Ph.D.
Ministere de l'Enseignement Superieur, Universitaire, et
Recherché Scientifique
Avenue de Haut Commandement
Kinshasa/Gombe,
Republique Democratique du Congo

Bonobo Hope Initiative, Inc.
c/o Sue Savage-Rumbaugh, Director of Science

15. Administrative Provisions

- a) The Agreement shall be governed by the laws of the state of Iowa; and any action to enforce it must be brought in the State or Federal Courts located in Des Moines, Iowa, provided that the Trust remains a going concern in Polk County, Iowa and those courts can acquire personal jurisdiction over the Trust or its representatives.
- b) The language of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.
- c) The foregoing constitutes the entire agreement among the parties, and there exists no other Agreement, oral or written, among the parties to this Agreement related to the matters covered by this Agreement. This Agreement may be executed by facsimile signature and in counterparts, and each signed counterpart shall be treated as an original for all purposes.
- d) This Agreement shall not be modified except by an express written understanding between parties.

IN WITNESS WHEREOF, the parties to this Agreement do now execute this Agreement on the date set forth below.

IOWA PRIMATE LEARNING SANCTUARY
D/B/A GREAT APE TRUST

By: Julie Gilmore, DVM
Julie Gilmore, DVM
Director

Iowa Primate Learning Sanctuary d/b/a
Great Ape Trust of Iowa

Date: 1/31/13

ZOOLOGICAL FOUNDATION OF
GEORGIA D/B/A ZOO ATLANTA

By: _____

Date: _____

DR. EMILY SUE SAVAGE-RUMBAUGH

By: Sue Savage-Rumbaugh

Title: Giinu Director

Date: 1/31/13

DEMOCRATIC REPUBLIC OF
CONGO

By: _____
Nicolas Mwanza Ndunda, Ph.D.

Title: _____

Date: _____

As to paragraphs 3, 6 and 8 only:
BONOBO HOPE INITIATIVE, INC.

BY: Julie Gilmore, DVM

Sue Savage-Rumbaugh,
Director of Science
Julie Gilmore,
Director

IN WITNESS WHEREOF, the parties to this Agreement do now execute this Agreement on the date set forth below.

IOWA PRIMATE LEARNING SANCTUARY
D/B/A GREAT APE TRUST

By:

Julie Gilmore, DVM
Director
Iowa Primate Learning Sanctuary d/b/a
Great Ape Trust of Iowa

Date:

ZOOLOGICAL FOUNDATION OF
GEORGIA D/B/A ZOO ATLANTA

By:

Date:

DR. EMILY SUE SAVAGE-RUMBAUGH

By:

Title:

Date:

DEMOCRATIC REPUBLIC OF
CONGO

By:

Nicolas Mwanza Ndunda, Ph.D.

Title: Directeur Général
MINISTÈRE de la Recherche
Scientifique

Date: 17 Fevrier 2013

As to paragraphs 3, 6 and 8 only:
BONOBO HOPE INITIATIVE, INC.

BY:

Sue Savage-Rumbaugh,
Director of Science
Julie Gilmore,
Director